



Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 1, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CONSULTANT SERVICES AGREEMENT WITH ALAN J. BURGNER
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services (Director), or his designee, to offer and sign a consultant services agreement, Exhibit I, with Alan J. Burgener for the acquisition of specialized consulting services in the area of graduate medical education at Martin Luther King, Jr./Drew, Harbor-UCLA, Olive View-UCLA, and LAC+USC Medical Centers, effective upon Board approval through June 12, 2007 at a maximum County obligation of \$192,000.
2. Delegate authority to the Director, or his designee, to sign an Amendment to extend the term on a month-to-month basis through June 12, 2008, not to exceed \$192,000 for the extension period, contingent upon funding and mutual consent of both parties, and review and approval by County Counsel and notification of the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is authorizing the Director, or his designee: 1) to sign the agreement for the continued availability of Mr. Burgener's expert and specialized services in the effort to retain full institutional accreditation by the Accreditation Council of Graduate Medical Education (ACGME) at Martin Luther King, Jr./Drew (KDMC), Harbor-UCLA, Olive View-UCLA (OVMC), and LAC+USC Medical Centers; and 2) sign an Amendment to extend the term on a month-to-month basis for an additional 12-month period through June 12, 2008.

ACGME institutional requirements charge hospitals and their affiliated medical schools with providing the financial and human resources that will enable the institution to provide a sound educational experience. In 2001 and again in 2004, due to ongoing violations of institutional requirements, the ACGME gave KDMC an "unfavorable" rating. On January 17, 2006 the ACGME conducted an Institutional Review at KDMC and on April 14, 2006 the ACGME restored full institutional accreditation status to KDMC. Mr. Burgener provided valuable guidance to KDMC

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.ladhs.org

*To improve health
through leadership,
service and education.*

www.ladhs.org



The Honorable Board of Supervisors
June 1, 2006
Page 2

during their preparation for the January 2006 survey. The ACGME will conduct another Institutional Review in 2008. Under Department of Health Services' (DHS or Department) direction, Mr. Burgener will assist KDMC and Charles R. Drew University (Drew) in their ongoing efforts to implement plans of corrective action prior to the next site visit in 2008.

The ACGME conducted an institutional survey at Harbor-UCLA Medical Center on March 14, 2006 and a survey of the Internal Medicine program at OVMC in May 2006. Mr. Burgener's expertise is needed to ensure that full ACGME accreditation is maintained at all four hospitals.

The existing Purchase Order (P.O.) Agreement (PR41773) with Mr. Burgener expired on April 30, 2006. No further work has been performed pending the Board's approval of the recommended agreement.

FISCAL IMPACT/FINANCING:

The maximum County obligation of the agreement effective, upon date of Board approval through June 12, 2007, is \$192,000.

Funding is available for Fiscal Year (FY) 2005-06 for the period of date of Board approval through June 30, 2006, consisting of existing appropriations in the Health Services Administration budget. Funding for the agreement for the period of July 1, 2006 through June 12, 2007 is included in DHS' FY 06-07 Final Changes Request and will be requested in future fiscal years, as necessary. The maximum obligation for a 12-month period is \$192,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

To address issues cited by the ACGME, the Department requested ACGME to refer expert consultants to assist the Department. Mr. Burgener was one of the referred consultants. In May, 2005, DHS requested the Internal Services Department/Purchasing and Central Services to cover Mr. Burgener's services under a P.O. agreement. The P.O. was awarded to Mr. Burgener at a maximum of \$99,999.

Since May 2005, Mr. Burgener has been providing consulting services by assisting with the development of strategies, structure and process for improving institutional and program accountability, providing recommendations that support County and medical school efforts to obtain favorable ACGME accreditation status, and providing recommendations for plans that will create and sustain a culture of academic accountability for the enhancement of the education process with particular attention to the development of an approach that builds on measurable criteria for program excellence.

Attachment A provides additional information.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

DHS has made a determination that the services are of a professional nature and are required on an intermittent basis.

The Honorable Board of Supervisors
June 1, 2006
Page 3

CONTRACTING PROCESS:

The Department solicited assistance from the ACGME in finding credible expert consultants with an advanced understanding of ACGME requirements. ACGME referred three qualified consultants for consideration to provide the specialized services described herein.

In addition to Mr. Burgener's cost being the lowest, he was selected because of his direct experience as an accomplished graduate medical education executive manager and expert in the area of graduate medical education.

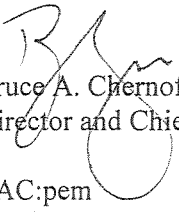
It is not appropriate to advertise the agreement with Alan J. Burgener on the Los Angeles County's Online Web Site.

IMPACT OF CURRENT SERVICES (OR PROJECTS):

Approval of this agreement will ensure continued access to expert advice critical to the area of graduate medical education in the Department's effort to retain full institutional accreditation by the ACGME at KDMC, Harbor-UCLA, OVMC, and LAC+USC Medical Centers.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:pem
BLTRCD4222.pem

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Providing expert and specialized advise to County officials in the area of graduate medical education in an effort to retain full institutional accreditation by the Accreditation Council of Graduate Medical Education (ACGME) at Martin Luther King, Jr./Drew (KDMC) Harbor-UCLA, Olive View-UCLA (OVMC), and LAC+USC Medical Centers.

2. AGENCY ADDRESS AND CONTACT PERSON:

Alan J. Burgener
931 Rider Street
Iowa City, Iowa 52246-3824
Telephone: (319) 338-3596

3. TERM:

The term of this agreement will commence upon Board approval through June 12, 2007. The agreement may be extended on a month-to-month basis for an additional 12-month period through June 12, 2008, not to exceed \$192,000.

4. FINANCIAL INFORMATION:

Funding is available for Fiscal Year (FY) 2005-06 for the period of date of Board approval through June 30, 2006, consisting of existing appropriations in the HSA budget. Funding for the agreement for the period of July 1, 2006 through June 12, 2007 is included in DHS' FY 06-07 Final Changes Request and will be requested in future fiscal years, as necessary. The maximum obligation for a 12-month period is \$192,000.

5. GEOGRAPHIC AREA SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING:

Lewis Lewis, Director of Affiliation Agreements

7. APPROVALS:

Office of Clinical Affairs and Affiliations:	William Loos, M.D., Acting Senior Medical Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Richard K. Mason, Deputy County Counsel

CONSULTANT SERVICES AGREEMENT

This Agreement is made and entered into this _____ day
of _____, 2006,
by and between
and
COUNTY OF LOS ANGELES
(hereafter "County"),
ALAN J. BURGNER (hereafter
Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services a network of County hospitals, specifically for the purpose of this agreement, Martin Luther King, Jr./Drew Medical Center, Harbor-UCLA Medical Center, Olive View-UCLA Medical Center, and LAC+USC Medical Center. These facilities (hereafter collectively referred to as "County Facilities"); and

WHEREAS, this Agreement is authorized by provisions of section 31000 of the California Government Code;

WHEREAS, County has determined that is a matter of public convenience and necessity to engage on a temporary basis a professional to provide the specialized services as described herein; and

WHEREAS, County has determined that the services to be provided hereunder are of a complex professional nature, that such services are required on a temporary basis, and that County does not have the expertise to provide such services; and

WHEREAS, Contractor, referred to County by the Accreditation Council of Graduate Medical Education (ACGME), has significant expertise and background in the area of graduate medical education to support the current effort to retain full institutional accreditation by the ACGME at County facilities;

WHEREAS, Contractor desires to assist County and Department of Health Services (DHS) in ensuring that County facilities maintain full ACGME accreditation; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, Schedule I, and Schedule II are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor Employee Jury Service - Ordinance
- 1.3 EXHIBIT C - County of Los Angeles, Contractor Employee Jury Service Program Application for Exemption and Certification Form
- 1.4 EXHIBIT D - Safely Surrendered Baby Law
- 1.5 EXHIBIT E - Charitable Contributions Certification
- 1.6 EXHIBIT F - Contractor Acknowledgment and Confidentiality Agreement
- 1.7 EXHIBIT G - Contractor's Obligation as a Business Associate Under the HIPAA Act of 1996
- 1.8 EXHIBIT H - County's Administration
- 1.9 EXHIBIT I - Contractor's Administration
- 1.10 EXHIBIT J - Certification of No Conflict of Interest
- 1.11 EXHIBIT K - Contractor's Organization Questionnaire/Affidavit
- 1.12 Schedule I - Budget Sheet for Consultant Services
- 1.13 Schedule II - Travel Management Services - Fees and Contact Information

This Agreement and Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.3 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless the meaning is otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor setting forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor/Consultant:** The sole proprietor who has entered into the Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **County Project Director:** Acting Senior Medical Director or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.
- 2.4 **County Project Manager:** Person designated by the County Project Director to manage the operations under this Contract, oversee the day to day activities, and who has responsibility for inspections of any and all tasks, deliverables, services and other work performed by Contractor.
- 2.5 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.6 **Visit:** A visit constitutes two (2) consecutive workdays per month.
- 2.7 **Workday:** An eight (8) hour normal business day, Monday through Friday (consecutive days), between the hours of 9 a.m. and 7 p.m. (Pacific Standard Time), excluding Los Angeles County-observed holidays.

3.0 WORK

- 3.1 Contractor agrees to provide the services described in the Statement of Work, Exhibit A, attached hereto and incorporated herein by reference.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence upon Board of Supervisors' approval, and shall continue in full force and effect to midnight June 12, 2007. The Agreement may thereafter be extended on a month-to-month basis, for a period not to exceed twelve (12) months, contingent upon the availability of funds and an Amendment signed by both parties.

All standard provisions of this Agreement are effective on the date the term commences and shall remain in effect for the duration of the extension.

- 4.2 If Director and Contractor mutually fail to agree in writing to extend this Agreement on a month-to-month basis as of the expiration date set forth in Sub-paragraph 4.1 above, then this Agreement shall expire on June 12, 2007.

5.0 AGREEMENT SUM

- 5.1 Upon the effective date of this agreement through June 12, 2007, the County's yearly maximum obligation for services described in Exhibit A, Statement of Work, shall not exceed One Hundred and Ninety Two Thousand Dollars (\$192,000).
- 5.2 Contractor shall invoice the County in accordance with Schedule I, attached hereto and incorporated herein by reference.
- 5.3 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when he has incurred seventy-five percent (75%) of the total contract sum authorized under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County's Project Director.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

Should Contractor receive any such payment, he shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.6 Invoices and Payments

5.6.1 The County agrees to compensate Contractor in accordance with the payment structure set forth in Schedule I, and in accordance with the Los Angeles County Travel Policy, as provided in County Code 5.40 (Travel and Other Expenses).

5.6.2 Contractor shall invoice the County only for providing the services specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor shall be responsible for any applicable taxes.

5.6.3 Air Travel, Ground Transportation, Lodging and Meal Expenses

Contractor is encouraged to make air travel, ground transportation, and lodging reservations through one of the four Travel Management Services agencies listed in Schedule II. However, Contractor may choose to make his own reservations directly with another source, as long as Contractor can demonstrate that the reservation is less expensive than if one of the County's travel agencies made the reservation, and shall not exceed the limits set forth in the Los Angeles, County Code 5.40 (Travel and Other Expenses).

5.6.3.1 Air Travel - Should Contractor obtain a reservation, through his own agent, less expensive than if one of the County's travel agencies made the reservation, Contractor must pay his own agent directly, and submit expense claims to have these lower charges reimbursed. Contractor agrees to obtain round trip air travel from Iowa to Los Angeles for purposes of this Agreement. In the event that Contractor requires air travel from a location other than Iowa, the air

travel cost from said destination must be at a lower cost than that of traveling from Iowa to Los Angeles.

- 5.6.3.2 Ground Transportation - The County has negotiated rates with Dollar, National, and Hertz rental car agencies. To access these negotiated rates, car reservations must be made with one of the travel agencies listed in Schedule II. Contractor is authorized to obtain car rental services in Los Angeles to perform the Consulting services described under this Agreement.

The County insures rental cars against third party liability and physical damage to the rented vehicle. In the event of an accident involving a rental car, Contractor shall immediately contact the rental car company (inform rental car company to contact Auditor-Controller's Transportation Unit at (213) 974-8441 for claiming procedures), local authorities, as required, and report the accident to the County's Project Manager.

At the time of rental, the car should be inspected and any damage found should be noted on the rental contract before the vehicle is accepted. Contractor must return the rental car on time, without bumps, scratches, and with a full tank of gas.

- 5.6.3.3 Meal Reimbursement - Shall be made when travel extends for a minimum of four hours during the normal working day. To be reimbursed for the cost of meals, travel should begin by the times reflected on the following schedule:

Breakfast 6:00 a.m. (Central Time)

Lunch 11:00 a.m. (Central Time)

Dinner 5:00 p.m. (Central Time)

In addition, to qualify for dinner reimbursement, the trip must end after 7:00 p.m. (Pacific Standard Time). For purposes of determining eligibility for meal reimbursement, travel is considered to begin when the Consultant departs his residence or office in Iowa.

- 5.6.4 **Supporting Documentation** All Contractor's out-of-pocket expenditures shall be supported by original vouchers, invoices, receipts, or other demonstrated documentation as described in Paragraph 5.6.3. Original invoices, receipts and canceled checks will be required. Unsupported disbursements will be disallowed on audit. Contractor will be required to repay County for all disallowed costs. Photocopies of invoices or receipts, any internally generated documents (i.e., vouchers, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.
- 5.6.5 **County Approval of Invoices** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Director, prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. County shall make every effort to approve invoices or request additional information regarding invoices from Contractor within twenty (20) days of receipt of invoice. Invoices shall be paid by County promptly upon approval by County's Project Director.
- 5.6.6 Contractor's Invoices shall contain the information set forth in Exhibit A - Statement of Work describing the professional fees associated with the consulting services for which payment is claimed. Invoices for expenses shall include documentation verifying the nature and amount of each expense.
- 5.6.7 The following timeframes shall govern the submission of invoices: a) for professional fees associated with Contractor's Consulting services, Contractor shall submit an invoice on the first of each month in which services will be provided; b) for all expenses, Contractor shall submit an invoice to the County by the 15th calendar day of the month following the month in which the expense was incurred.
- 5.6.8 All invoices under this Agreement shall be submitted in two (2) copies to the County's Project Manager prior to any payment thereof.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY'S ADMINISTRATION

A listing of all County's Administration referenced in the following Sub-paragraphs are designated in Exhibit H. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director, or his designee:

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor on a regular basis; and
- inspecting any and all tasks, deliverables, services, or other work provided by or on behalf of Contractor.

6.2 Responsibilities of the County's Project Manager/Monitor:

- Oversee the day-to-day administration of this Agreement;
- The County's Project Manager shall annually request Contractor to provide documentation validating the current status of the Contractor's license, certification, and accreditation, if any;
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor

- 7.1.1 Contractor's administration is designated in Exhibit I. The Contractor shall notify the County in writing of any change in the name or address.
- 7.1.2 Contractor shall be responsible for Contractor's day-to-day activities as related to this Agreement, including the performance of services described in the Statement of Work, Exhibit A, meeting and coordinating with County's Director of Health Services on a regular basis.
- 7.1.3 The provision of services for each visit shall be provided during normal business hours, eight (8) hours per day, Monday through Friday (consecutive days), between the hours of 9 a.m. and 7 p.m. (Pacific Standard Time), excluding Los Angeles County-observed holidays.

8.0 STANDARD TERMS AND CONDITIONS

8.1 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor as identified in Exhibit K, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Agreements. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded Agreements. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Agreements. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

8.3 CHANGE NOTICES AND AMENDMENTS

- 8.3.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor.
- 8.3.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director or his designee.
- 8.3.3 The Director, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions.

8.4 CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit E, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either agreement termination or debarment proceedings or both. (County Code Chapter 2.202).

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached herein as Exhibit B.

8.7.2 Written Employee Jury Service Policy

- 8.7.2.1 Unless Contractor has demonstrated to the County's satisfaction, Exhibit C, either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.7.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.7.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and

Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- 8.7.2.4 Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

8.8 CONFIDENTIALITY

To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder, if any, of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants, under Exhibit J, that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Agreement with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment

period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

8.12.5 Subcontractors of Contractor

These terms shall also apply to any subcontractors of County Contractors.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.13.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include

assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and should the Contractor require additional or replacement personnel after the effective date of this agreement, the Contractor shall ensure that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both

in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.3, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The performance of Contractor's obligation under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit G (Business Associate Protected health Information Disclosure Agreement). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected health information Disclosure Agreement (Exhibit G) (hereafter "Business Associated Agreement") by and between Contractor (referred to in Exhibit G as "Business Associate") and County (referred to in Exhibit G as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

8.20 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall

require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.20.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Paula Morales, Contract Administrator
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Agreement by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.20.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.20.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.20.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

8.20.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.20.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.22 INSURANCE COVERAGE REQUIREMENTS

8.22.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.22.2 Automobile Liability Insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Prior to commencing services under this contract, certificates or other evidence of coverage shall be delivered according to the provisions of paragraph 8.20.1.

8.22.3 Professional Liability

Insurance covering liability arising from any error, omission negligent wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the

exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.24 INDEPENDENT CONTRACTOR STATUS

- 8.24.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.24.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.24.3 The Contractor understands and agrees that Contractor and all persons performing work pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. The Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.
- 8.24.4 Exhibit F is an acknowledgment that Contractor understands that Contractor is not an employee of County.
- 8.24.5 **Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA)** Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 as contained in Exhibit G.

8.25 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATIONS

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this paragraph, discrimination in the provision of services may include, but not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is not provided in an equivalent manner or at an non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service other than precautions dictated by infectious control procedures; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall ensure that recipient of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 Should the Contractor require additional or replacement personnel after the effective date of this contract, the Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.
- 8.28.2 The Contractor shall then take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.4 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.28.5 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by the County.

8.28.6 If the County finds that any provisions of this paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.28.7 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

8.34 PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall use its best efforts to ensure that no employee, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8.35 PERFORMANCE DURING DISASTER OR CIVIL UNREST

Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.39 Record Retention and Inspection/Audit Settlement of this Agreement become the exclusive property of the County. Such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this paragraph shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor provided that if any such material is located outside Los Angeles County, *Contractor shall pay for all costs in ensuring that County receives such material for purposes of inspection and audit as described in this paragraph.*

8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.39 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.39.3 If, at any time during the term of this Agreement or within seven (7) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.41 REPORTS

Contractor shall make reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provisions of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least fifteen (15) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

8.42 REPORTING OF ELDER AND DEPENDENT ADULT ABUSE

If treatment services are provided hereunder, Contractor understands that Contractor is considered a "mandated reporter" as defined in Welfare and Institutions code Section 1530(a). In such case, Contractor further understands that in suspected instances of elder or depended adult abuse,

Contractor has certain immediate and follow-up reporting responsibilities as described in welfare and institutions Code Section 15630. Contractor failure to report as required is considered a breach of agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

8.43 RESTRICTIONS OF LOBBYING

If any monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

8.44 SAFELY SURRENDERED BABY LAW

Notice to Employees Regarding the Safely Surrendered Baby Law: The Contractor shall notify and provide to its employees, if any, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this agreement and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor's acknowledgment of County's commitment to the Safely Surrendered Baby Law: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.45 SUBCONTRACTING

8.45.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

- 8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.45.6 The County's Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.45.8 Before any subcontractor employee may perform any work hereunder, the Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles/Department of Health Services
Paula Morales, Contract Administrator
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this agreement pursuant to the "Termination for Default" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202

8.47 TERMINATION FOR CONVENIENCE

8.47.1 Either party may cancel or terminate this agreement, in whole or in part, from time to time. Termination of work hereunder shall be effected by notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.39, Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director:

- Contractor has materially breached this Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.48.2 In the event that the County terminates this agreement in whole or in part as provided in sub-paragraph 8.47.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.47.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to

permit the Contractor to meet the required performance schedule. As used in this paragraph, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.48.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.48, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.47 - Termination for Convenience.
- 8.48.5 In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Sub-paragraph 8.48.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub- Paragraph 8.48.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.21 - Indemnification.

- 8.48.6 The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

- 8.49.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.49.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 8.49.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.50 TERMINATION FOR INSOLVENCY

- 8.50.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.50.2 The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.53 UNLAWFUL SOLICITATION

Contractor shall require all of its officers and employees, if any, performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 61500) of business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provision by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.54 VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

8.55 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of

the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.56 WARRANTY AGAINST CONTINGENT FEES

- 8.56.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.56.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.,
Director and Chief Medical Officer

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

Contractor

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____

Title _____

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AGREECD4223.wpd
pem:5/2/06

STATEMENT OF WORK
(Effective Date through May 29, 2007)

- 1.0 **SERVICES TO BE PROVIDED:** Contractor shall provide professional consulting services regarding graduate medical education (GME) and its related areas as directed by the Director of Health Services (Director) and/or his designee to Martin Luther King, Jr./Drew (KDMC), Harbor-UCLA, Olive View-UCLA, and LAC+USC Medical Centers. Contractor shall report directly to County's Project Director and/or his designee and shall be responsible for, but not limited to, producing plans and reports that recognize County expectations as described below:
- 1.1 Conducting a comprehensive external assessment of graduate medical education (GME) operational structures and processes at each County teaching institution.
 - 1.1.1 No later than April 1, 2007, provide a written comprehensive assessment report identifying problems of GME operational structures and processes at each County teaching institution.
 - 1.2 Assisting with the development of strategies, structure and process for improving institutional and program accountability.
 - 1.2.1 No later than November 1, 2006, provide a written report evaluating strategies, structure and process for improving institutional and program accountability.
 - 1.3 Providing recommendations that support County and medical school efforts to obtain favorable Accreditation Council of Graduate Medical Education (ACGME) status, both at the level of Sponsoring Institutions and individual residency/fellowship programs.
 - 1.3.1 No later than April 1, 2007, provide written report of recommendations that support County and medical school efforts to obtain favorable ACGME status, both at the level of Sponsoring Institutions and individual residency/fellowship programs.
 - 1.4 Providing recommendations for developing a strategic approach to addressing ACGME accreditation issues unique to urban hospitals.
 - 1.4.1 No later than April 1, 2007, provide recommendations for developing a strategic approach to addressing ACGME accreditation issues unique to urban hospitals.
 - 1.5 Identifying common challenges related to the ability of County teaching facilities to comply with ACGME Institutional requirements.

- 1.5.1 No later than November 1, 2006, provide a written report identifying common challenges related to the ability of County teaching facilities to comply with ACGME Institutional requirements.
- 1.6 Comparing and analyzing the implementation of ACGME and Department of Health Services (DHS) resident supervision policies.
 - 1.6.1 No later than November 1, 2006, provide a written report comparing and analyzing the implementation of ACGME and DHS resident supervision policies.
- 1.7 Assessing and providing recommendations Countywide regarding the ability of affiliated medical schools and DHS hospitals to interface effectively and collaborate to solve problems that affect graduate medical education programs.
 - 1.7.1 No later than November 1, 2006, provide a written report assessing and providing recommendations Countywide regarding the ability of affiliated medical schools and DHS hospitals to interface effectively and collaborate to solve problems that affect graduate medical education programs.
- 1.8 Providing recommendations for strategic planning aimed at achieving and maintaining broad training program excellence.
 - 1.8.1 No later than April 1, 2007 provide a written report providing recommendations for strategic planning aimed at achieving and maintaining broad training program excellence.
- 1.9 Providing external assessments of medical school plans for program integration at County and Non-County facilities.
 - 1.9.1 No later than April 1, 2007 provide a written report evaluating the external assessments of medical school plans for program integration at County and Non-County facilities.
- 1.10 Providing recommendations for assessing staffing levels and skill mix of each GME Office and make recommendations for staffing level modification.
 - 1.10.1 No later than April 1, 2007, provide a written report recommending for assessing staffing levels and skill mix of each GME Office and make recommendations for staffing level modification.

- 1.11 Providing recommendations for the creation of a process for enhancing the orientation and professional development of GME Program Directors.
 - 1.11.1 No later than November 1, 2006, provide a written report recommending the creation of a process for enhancing the orientation and professional development of GME Program Directors.
- 1.12 Providing recommendations for a plan that will create and sustain a culture of academic accountability for the enhancement of the education process, with particular attention to the development of an approach that builds on measurable criteria for program excellence.
 - 1.12.1 No later than November 1, 2006, provide a written report recommending a plan that will create and sustain a culture of academic accountability for the enhancement of the education process, with particular attention to the development of an approach that builds on measurable criteria for program excellence.
- 1.13 Providing recommendations for managing the relationship between the ACGME, KDMC and Charles R. Drew University (Drew) during the period in which KDMC is without accreditation from the Joint Commission on Accreditation of healthcare Organizations (JCAHO).
 - 1.13.1 No later than September 1, 2006, provide a written report with recommendations for managing the relationship between the ACGME, KDMC and Charles R. Drew University (Drew) during the period in which KDMC is without JCAHO accreditation.
- 1.14 Assessing the size and specialty mix of Drew sponsored and KDMC based residency programs in light of the KDMC "clinical service model"
 - 1.14.1 No later than September 1, 2006, provide a written report assessing the size and specialty mix of Drew sponsored and KDMC based residency programs in light of the KDMC "clinical service model".
- 1.15 Maintaining regular contact with County facilities' GME Offices for the purposes of determining and reporting on best program and institutional practices.
 - 1.15.1 No later than November 1, 2006, provide a written report identifying best program and institutional practices.

2.0 Reports and Meetings

- 2.1 Contractor shall provide County with all written reports requested. Contractor shall provide County with semi-annual written reports that describe the results of Contractor's participation with facility, medical school and DHS projects.
- 2.2 On each visit, Contractor shall meet with appropriate DHS offices and/or teaching facilities.
- 2.3 On each visit, Contractor shall meet with County and medical school personnel to review GME activities and attend all meetings as requested during scheduled on-site visits in the Los Angeles County area.
- 2.4 Contractor shall complete projects and communicate regularly by telephone and written communication with County and medical school personnel during times when Contractor is off-site from County facilities.

BUDGET SHEET FOR CONSULTING SERVICES
ALAN J. BURGNER
(Effective Date through June 12, 2007)

I. DIRECT COST

	<u>Deliverable</u>	<u>Total Cost</u>
Consulting Service Fee	1 visit/2 workdays	\$15,000

Monthly Maximum Deliverable Cost \$15,000

TOTAL DIRECT COSTS \$15,000

II. EXPENSES

Lodging *	\$ 180.00/per day **
Car Rental	\$ **
Airfare	\$ **
Meals ***	
	Breakfast \$10.75/per day
	Lunch \$14.00/per day
	Dinner \$35.25/per day

* \$180/per day plus all taxes included on the receipt for a single occupancy hotel accommodation. Reimbursement without a receipt will be limited to \$20.00 per night.

** Consultant is encouraged to make lodging and travel reservations through one of the four contract travel agencies listed in Schedule II. However, Consultant may choose to make his own reservations directly with another source, as long as Consultant can demonstrate that the reservation is less expensive than if one of the listed travel agencies made the reservation.

*** In accordance with Los Angeles County Travel Policy 12.8.4, Meal Reimbursement, meals may not exceed \$60/day, when three meals are purchased any one day.

MAXIMUM MONTHLY EXPENSE COST \$1,000

III. TOTAL MAXIMUM CONTRACT COST FOR EXPENSES PER YEAR \$ 12,000

IV. TOTAL MAXIMUM CONTRACT COST FOR SERVICES PER YEAR \$180,000

V. MAXIMUM CONTRACT COST PER YEAR \$192,000

Travel Management Services - Fees and Contact Information

(As of September 23, 2005)

TRAVEL AGENCY	Reservation Telephone #'s		E-Mail Address	SERVICE FEES			
	Toll-Free # and Direct Line	Emergency/ After-Hours #		Airline Reservations	Airline Ticket Adjustments	Airline Ticket Refunds	Hotel/Car Reservations ¹
AMERICAN EXPRESS ONE	(800) 448-9220 (800) 367-2786	(877) 201-8966 ³ code: A-A69	charles.e.jones@aexp.com	\$35 ⁴	\$35	\$25	\$25
FCM TRAVEL SOLUTIONS	(877) 990-2677 (213) 430-4700	(877) 990-2677	infolax@fcmtravel.us	\$15	\$0	\$0	\$0
OMEGA WORLD TRAVEL	(888) 640-4443 (562) 478-8000	(800) 285-6342 code: 518	losca@owt.net	\$35	\$35	\$0	\$15
SUNWARD ADVENTURES	(888) 557-5597 (951) 697-6895	(800) 628-6668 code: A1VA	travel@sunward.com	\$10 - \$20 ⁵	\$0	\$0	\$0

Notes:

- 1 - A service fee is applied for all changes made to a non-refundable ticket and for those changes made to the outbound flight on a fully-refundable fare.
- 2 - A service fee applies only when reservations are made for hotels or car rentals without an accompanying airline reservation.
- 3 - American Express charges a \$15 service fee for all calls placed to its emergency/after-hours phone line.
- 4 - In addition to the \$35 fee, American Express will apply a \$20 surcharge for all international flight reservations.
- 5 - Sunward assigns a service fee equal to 5% of the airline ticket price, with a minimum charge of \$10 and a maximum charge of \$20.

*****IMPORTANT REMINDER: ALL TRAVELERS MUST PROVIDE THE TRAVEL AGENT WITH THE PROPER
DEPARTMENT NUMBER, FUND ORGANIZATION CODE, AND EMPLOYEE NUMBER WHEN MAKING RESERVATIONS.**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

/

/



COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bids) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name: Alan J. Burgener		
Company Address: 931 Rider Street		
City: Iowa City	State: Iowa	Zip Code: 52246-3824
Telephone Number:	(319) 338-3596	
Solicitation For (Type of Goods or Services): Consultant Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ I am a sole proprietor, and do not meet the definition of "contractor" as defined in the Program as I am not a resident of California.
- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Alan J. Burgener	Title:
Signature:	Date:

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Alan J. Burgener

Company Name

931 Rider Street, Iowa City, IA 52246-3824

Address

n/a

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 3

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 3 of 3

1.0 LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2.0 SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.org>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME Alan J. Burgener Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

Under this Agreement, Contractor (also Business Associate) provides services to County (also Covered Entity) and Business Associate receives, has access to or creates Protected Health Information and/or Electronic Protected Health Information in order to provide those services ("Services Agreement");

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated there under, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations") and the Health Insurance Reform: Security Standards at 45 Code of Federal Regulations Parts 160, 162, and 164 ("Security Regulations");

The Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place;

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means protected health information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but

is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.7 “Services” has the same meaning as in the Services Agreement.
- 1.8 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.9 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information Business Associate:

- (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) Shall Disclose Protected Health Information to Covered Entity upon request;
- (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information Business Associate:

- (a) Warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.
- (b) Warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits in accordance with 45 C.F.R. § 164.314(a).

2.3 Reporting Non-Permitted Use or Disclosure Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the Departmental Privacy Officer telephone number (800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure to the Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St., Suite 493
Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- 2.5 Availability of Internal Practices, Books and Records to Government Agencies Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information . Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Agreement shall be the same as the term of the Services Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause In addition to and notwithstanding the termination provisions set forth in the Services Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement and the Services Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of the Services Agreement, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of the Services Agreement.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:		William Loos, M.D.
Title:		Acting Senior Medical Director Office of Clinical Affairs and Affiliations
Address:		313 N. Figueroa St., Los Angeles CA 90012
Telephone:	(213)	240-8101
Facsimile:	(213)	
E-Mail Address:		wloos@ladhs.org

COUNTY'S CONTRACT PROJECT MANAGER:

Name:		Lewis Lewis
Title:		Director of Affiliation Agreements
Address:		313 N. Figueroa St., Los Angeles CA 90012
Telephone:	(213)	240-7953
Facsimile:	(213)	481-0503
E-Mail Address:		lewlewis@ladhs.org

COUNTY CONTRACT PROJECT MONITOR:

Name:		Centralized Contract Monitoring Unit
Address:		5555 Ferguson Drive.
Telephone:	(323)	869-7010
Facsimile:	(323)	869-0726

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____ **Contract No.** _____**CONTRACTOR'S ADMINISTRATION:**

Name:	Alan J. Burgener
Title:	Consultant
Address:	931 Rider Street, Iowa City, Iowa 52246-3824
Telephone:	(319) 338-3596
Facsimile:	()
E-Mail Address:	alan-burgener@mchsi.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:	Same as above
Title:	
Address:	
Telephone:	()
Facsimile:	()
E-Mail Address:	

Notices to Contractor shall be sent to the following address:

Name:	
Title:	
Address:	
Telephone:	()
Facsimile:	()
E-Mail Address:	

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - A. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - B. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Alan J. Burgener

Contractor Name

Contractor Official Title

Contractor's Signature

CONTRACTOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Complete a form for each Contractor that intends to provide services under this contract. Please date and sign this form. The person signing the form must be authorized to sign on behalf of the Contractor and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation: **n/a**

Name State Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

Alan J. Burgener, sole proprietorship

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,
Name of parent firm:

State of incorporation or registration of parent
firm:

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it will comply with all of the Requirements of this Agreement, as listed below.

Check the appropriate boxes:

- ☐ Yes ☐ No Willingness to consider hiring GAIN/GROW participants
- ☐ Yes ☐ No Complies with the County's Child Support Compliance Program
- ☐ Yes ☐ No Certifies intent to comply with County's Jury Service Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Agreement are made, the Agreement may be terminated.

Proposer's Name:

Address:

e-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____,
(Proposer's name)

I _____ certify
(Name of Proposer's authorized representative)

that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature: _____

Title: _____

Date: _____

Internal Revenue Service

Employer Identification Number: _____

California Business License Number: _____

County WebVen Number: _____